



# **CITY OF HAYWARD**

## **AGENDA REPORT**

AGENDA DATE 04/18/06  
AGENDA ITEM 3  
WORK SESSION ITEM \_\_\_\_\_

**TO:** Mayor and City Council

**FROM:** Director of Public Works

**SUBJECT:** Authorization for the City Manager to Sign an Electrical Facilities Cost-Sharing Maintenance Agreement with Caltrans

### **RECOMMENDATION:**

It is recommended that the City Council authorize the City Manager to execute the attached electrical facilities maintenance agreement with Caltrans.

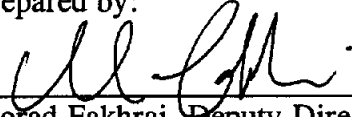
### **BACKGROUND:**

The City currently has an agreement with Caltrans for maintenance of traffic signals located on state routes. In the existing agreement, Caltrans is responsible for maintenance of traffic signals and the City is responsible for energy costs. However, Caltrans has recently informed the City that it will no longer allow the addition of new signals to the existing agreement. Instead, Caltrans is now requiring that all costs be shared based upon the number of approaches within each jurisdiction.


In conjunction with the construction of Sara Conner Place, Eden Housing will construct a traffic signal. However, Caltrans has required Eden Housing to obtain an encroachment permit in order to construct the signal. Caltrans has issued an encroachment permit to Eden Housing for the traffic signal with the expectation that the City and Caltrans will enter into the maintenance agreement.

Caltrans and City staff worked closely over the last few months to develop an agreement that is acceptable to both parties. The recommended agreement is included as Exhibit A. In the event that future traffic signals on state routes are constructed, the agreement can be amended to reflect the appropriate cost-sharing arrangement. Based on experience since the implementation of LEDs, energy costs typically account for approximately 40 percent of the annual signal maintenance budget. This does not, however, include costs for repair or replacement of damaged signals. The proposed agreement is expected to increase the City's annual maintenance cost for this signal by about \$400, not including any costs for repairs or replacement that may occur.

Prepared by:

  
\_\_\_\_\_  
Morad Fakhrai, Deputy Director of Public Works

Recommended by:

  
\_\_\_\_\_  
Robert A. Bauman, Director of Public Works

Approved by:

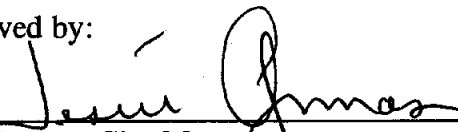
  
\_\_\_\_\_  
Jesús Armas, City Manager

Exhibit A: Caltrans Electrical Facility Maintenance Agreement

**ELECTRICAL FACILITY COST SHARING AGREEMENT  
BETWEEN THE CITY OF HAYWARD AND THE CALIFORNIA  
DEPARTMENT OF TRANSPORTATION (CALTRANS)**

THIS AGREEMENT is made effective this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE", and the City of Hayward, hereinafter referred to as "CITY".

- I. This Agreement shall supersede any previous Agreement and/or amendments thereto for sharing STATE-incurred costs with CITY relative to the identified flashing beacons, traffic signals, traffic-signal systems, safety lighting, and sign lighting, hereinafter referred to as "Electrical Facilities", which are listed in the attached Exhibit A, which by this reference, is made a part of this Agreement.
- II. The cost of operating and maintaining those Electrical Facilities to be placed at the intersection of any STATE highway route and any CITY street/road shall be shared as shown in Exhibit A.

**Basis for STATE Billing to CITY:**

- A. It is agreed that monthly billings for safety lights, flashing beacons, traffic signals, and traffic-signal systems shall be based on actual intersection costs, which shall include the following:
  - Maintenance
    - Labor including overhead assessment
    - Other expenses
    - Equipment
    - Materials
    - Miscellaneous expenses
  - Electrical energy
- III. Exhibit A will be amended as necessary by written concurrence of both parties to reflect any future changes to the described Electrical Facilities and the power system.
- IV. This Agreement shall remain in full force and effect until amended by the mutual consent of the parties or terminated by either party upon thirty (30) days' notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

City of Hayward

State of California  
Department of Transportation

By

\_\_\_\_\_  
WILL KEMPTON  
Department Director

\_\_\_\_\_  
Jesús Armas, City Manager

Attest:

By

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
YADER BERMUDEZ      Date  
Deputy District Director  
Maintenance

Approved as to form:

\_\_\_\_\_  
City Attorney

EXHIBIT "A"  
TRAFFIC SIGNAL AND LIGHTING AGREEMENT  
Caltrans and City of Hayward  
Effective \_\_\_\_\_

BASIS OF COST DISTRIBUTION

The cost of maintaining traffic signals, safety lighting, or other electrically operated traffic control devices now in place or those which may hereafter be installed at the intersection of the STATE highway route and the CITY street/road listed hereinbelow shall be shared between STATE and CITY on a pro rata basis in the same ratio as the number of legs in the intersection under each jurisdiction bears to the total number of legs. The same principle of cost distribution shall apply to freeway interchanges. The participation ratio shall be based on the ratio of the number of legs of the respective agencies to the total number of legs of the intersection.

Route	Postmile	Location	Type of Facility	Cost Distribution	
				State	City
238	7.66	Mission Blvd and Lafayette Ave	Traffic Signal System and 4 (each) Safety Lights	50%	50%

**DRAFT**

**HAYWARD CITY COUNCIL**

**RESOLUTION NO. 06-**

**Introduced by Council Member \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY MANAGER  
TO EXECUTE AN ELECTRICAL FACILITIES COST-  
SHARING AGREEMENT WITH CALTRANS**

**BE IT RESOLVED** by the City Council of the City of Hayward that the City Manager is hereby authorized and directed to negotiate and execute an electrical facilities cost-sharing agreement with Caltrans in a form to be approved by the City Attorney.

**IN COUNCIL, HAYWARD, CALIFORNIA \_\_\_\_\_, 2006**

**ADOPTED BY THE FOLLOWING VOTE:**

**AYES: COUNCIL MEMBERS:**

**MAYOR:**

**NOES: COUNCIL MEMBERS:**

**ABSTAIN: COUNCIL MEMBERS:**

**ABSENT: COUNCIL MEMBERS:**

**ATTEST: \_\_\_\_\_**

**City Clerk of the City of Hayward**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney of the City of Hayward**